### RESOLUTION R: 324-17

### RESOLUTION RATIFYING COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOROUGH OF GLASSBORO AND THE FRATERNAL ORDER OF POLICE LODGE 108 PATROL OFFICERS, CORPORALS, AND DETECTIVES OF THE GLASSBORO POLICE DEPARTMENT (2017-2020)

WHEREAS, the Mayor and Council of the Borough of Glassboro have negotiated a Collective Bargaining Agreement (i.e., Contract) with the Fraternal Order of Police Lodge 108 Patrol Officers, Corporals, and Detectives of the Glassboro Police Department to cover the years 2017-2020; and

WHEREAS, the governing body does hereby agree to approve and ratify said agreement which is incorporated in and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Glassboro, County of Gloucester, and State of New Jersey that:

- The contract between the Borough of Glassboro and the Fraternal Order of Police Lodge 108 Patrol Officers, Corporals, and Detectives of the Glassboro Police Department for the years 2017-2020 be and hereby is approved.
- 2. The Mayor and/or Borough Administrator be and is hereby authorized to execute the Contract on behalf of the Borough of Glassboro.

ADOPTED at a meeting of the Mayor and Council of the Borough of Glassboro held on Tuesday, September 12, 2017.

BOROUGH OF GLASSBORO

LEO F. Mc(ABE, Mayor

Attest:

PATRICIA A. FRONTINO, Borough Clerk

**CERTIFICATION** 

I, Patricia A. Frontino, Municipal Clerk, of the Borough of Glassboro, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Glassboro held on Tuesday, September 12, 2017.

PATRICIA A. FRONTINO

Municipal Clerk

LAGLASSBORO BOROUGERRESOLUTIONS\091217 Res 324-17 Ratify Collect Barg-Patrol Officers.doc

R: 324-17

### 2017-2020 AGREEMENT BETWEEN



### THE BOROUGH OF GLASSBORO

AND

# GREGORY BRUYNELL MEMORIAL FRATERNAL ORDER OF POLICE LODGE 108



FOR

PATROL OFFICERS, CORPORALS AND DETECTIVES

OF THE

**GLASSBORO POLICE DEPARTMENT** 

### TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Recognition and Agency Shop	1
2	Management Rights	1
3	Grievance Procedure	2
4	Salary	3
S	Computation of Salary and Benefits	4
6	Stand-by Time	4
7	Overtime	4
8	Recall to Duty	S
9	Holidays	S
1.0	Clothing	S
11	Medical Benefits	6
12	Medical Examination	7
13	Sick Leave and Disability Policy	7
14	Vacations	9
. 1.S	Incentive Program	1.0
16	Detective Schedule and Vehicles	12
17	Patrol Schedule, Platoon Assignments, Specialty Unit Assignments	12
18	Personal Days	13
19	Acting Shift Leader	13
20	Court Time	14
21	Stand-by Subpoenas	1.S
22	Terminal Leave	15
23	Additional Expenses	15
24	In-service Training	16
25	Practice Ammunition	16
26	Safety Equipment	17
27	Leave of Absence for Bereavement	17
28	Delegates and Conventions	18
29	Fraternal Order of Police Color Guard	18
30	Time Off	18
31	Paychecks	19
32	Retention of Benefits	20
33 .	Legal Aid	20
34	Discrimination or Coercion	20
3S	Savings Clause	20
36	Lexington Plan	20
37	Negotiations Procedures	21
38	Initial Issue	21
39	Continuing Death Benefit	22
40	Minimum Manpower Coverage	22
41	Reopeners	22
42	Duration	22
	Schedule A- Salary Guide	A
	Schedule B- Holidays	В
	Schedule C- Disability Policy	С
	Schedule D- Disability Certification	D

#### **AGREEMENT**

This AGREEMENT, made on this 12th day of September, 2017, between the Borough of Glassboro, herein referred to as the "BOROUGH" or "EMPLOYER" and the Fraternal Order of Police, Lodge 108, an affiliate of the Fraternal Order of Police, and herein referred to as the "EMPLOYEE", "OFFICER", "GLASSBORO POLICE DEPARTMENT" or "FOP".

#### WITNESSETH

WHEREAS, the parties named have carried on collective bargaining for the purpose of developing a contract covering salaries, working conditions, benefits and other items and conditions concerning employment;

THEREFORE, in consideration of the premise and mutual agreements herein contained, the parties agree with each other in respect to the EMPLOYEES of the EMPLOYER as being represented by the FOP Lodge 108 as follows:

# ARTICLE 1 RECOGNITION AND AGENCY SHOP

The EMPLOYER recognizes the aforementioned FOP Lodge 108 as the exclusive Bargaining Agent representing the Officers of the Glassboro Police Department as follows: Patrol Officers, Corporals, Investigators, Detectives, Detective Corporals and Detectives First Class, being full-time regular police officers who have obtained a certificate from the New Jersey Police Training Commission, or are in the process of doing same, excluding the Chief of Police, Captains, Lieutenants, Sergeants, Dispatchers, Clerks and any other Employee of the Borough of Glassboro. It is further agreed that all Probationary Officers shall receive and enjoy all of the benefits of this Agreement for which they are eligible from date of hire, as otherwise set forth in this Agreement. The probationary period shall be from the date of graduation from the police academy to one year from that date. In the event that the Probationary Officer was appointed to full-time status after receiving certification, the probationary period shall be one year from the date of hire.

The President of the FOP Lodge 108 shall submit to the Borough personnel office, a list of the names of Employees covered by this Agreement who are not currently dues paying members of FOP Lodge 108 and who were hired by the Borough of Glassboro after January 1, 1992.

Those Employees hired by the Borough prior to January 1, 1992 shall be exempt for the life of this Agreement unless they are presently members of FOP Lodge 108. The Borough (allowing for exceptions as stated), in compliance with New Jersey State law and this Agreement, shall deduct from non-member Employees of this Bargaining Unit, a representation fee equal to eighty-five percent (85%) of the amount set for FOP Lodge 108 Bargaining Unit members. This amount shall be paid by payroll deductions directly to FOP Lodge 108.

# ARTICLE 2 MANAGEMENT RIGHTS

The FOP recognizes that there are certain functions, responsibilities and management rights exclusively reserved for the Employer. All rights, including disciplinary action with just cause, rules and regulations, power and authority in accordance with the law possessed by the

Employer prior to the signing of this Agreement are retained exclusively by the Employer subject to such limitations as are specifically provided for in this Agreement.

# ARTICLE 3 GRIEVANCE PROCEDURE

#### **SECTION 1**

The time limits specified in this Agreement procedure shall be construed as maximum; however, these times may be extended only upon approval of both parties in writing.

#### SECTION 2

A grievance must be presented at Step I within fifteen (15) working days from the date of the occurrence of the incident that gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not be considered a grievance under this Agreement.

#### **SECTION 3**

To provide for the expeditious and mutually satisfactory settlement of a grievance arising in respect to the interpretation or application of this Agreement, the following procedures shall be adhered to. A designated representative referred to in this Article shall be a member of the Bargaining Unit as defined in Article 1.

#### **SECTION 4**

Any Employee may present a grievance himself, or by a representative of the FOP Lodge 108, or the Lodge legal counsel. When an Employee's grievance is not presented by the FOP Lodge 108 or the Lodge legal counsel, it shall have the right to be present and present its case at all stages of the grievance procedure. In any event, only the FOP Lodge 108 shall have the authority to move a grievance to binding arbitration.

#### **SECTION 5**

All grievances shall be filed on the official FOP grievance form supplied by the FOP.

#### STEP I

An Officer with a grievance shall first discuss it with his immediate supervisor, either directly or through a representative designated in Section 1 of this Article for the purpose of settling the grievance in an amicable and informal manner. This must be done in writing fifteen (15) working days following the alleged violation. If a solution was not found and satisfaction not received, proceed to STEP II.

#### STEP II

If no decision was rendered or satisfaction was not received within ten (10) working days after presentation in STEP I, a written grievance may be filed with the Chief of Police or other designated person not later than fifteen (15) working days of the initial incident. A meeting on the grievance shall be held within ten (10) days of the formal filing of the grievance between the Chief of Police or designated person and the aggrieved party. A decision shall be rendered in writing by the Chief of Police or designated person within ten (10) days of the meeting.

#### STEP III

If the aggrieved is not satisfied with the findings or if there was no decision rendered in writing within the designated time period at STEP II, the aggrieved party may proceed to STEP III. A written notice by the FOP at the request of the aggrieved shall be forwarded to the Borough Administrator or in the absence of the Borough Administrator, the Assistant Borough

Administrator, along with prior decisions on the matter. A meeting shall be held between the aggrieved, the FOP representative and the Borough Administrator/Assistant Borough Administrator within ten (10) days of the formal request at the STEP III level. Neither party shall be represented by an attorney at this step of the procedure. Said meeting shall not be made public unless it is requested by both parties. The Borough Administrator or in his/her absence, the Assistant Borough Administrator shall render a decision within twenty (20) days of the hearing.

#### STEP IV

If the aggrieved is not satisfied with the findings or if there was no decision rendered in writing within the designated time period at STEP III, the aggrieved party may proceed to written notice by the FOP at the request of the aggrieved shall be forwarded to Mayor and Council, along with prior decisions on the matter. A meeting shall be held between the aggrieved, the FOP representative and Mayor and Council within twenty (20) days of the formal request at the STEP IV level. Said meeting shall not be made public unless it is requested by both parties. The Mayor and Council shall render a written decision within twenty (20) days of the hearing.

### STEP V

If the aggrieved party, or the FOP, is not satisfied with the decision of Mayor and Council, or if there was no decision rendered within the designated time as specified in STEP IV, the FOP, on behalf of the aggrieved, may file formally for an arbitration hearing within thirty (30) days of the Mayor and Council decision or the date the decision was to be rendered.

- a. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.
- b. The arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after closing of the Arbitration Hearing. The decision shall set for the Arbitrator's finding of facts, reasons and conclusions on the issue or issues submitted.
- c. The Arbitrator's decision shall be binding on both parties.
- d. The costs for the services of the Arbitrator shall be equally borne by the Employer and the FOP. All other expenses arising out of the arbitration shall be borne by the party incurring same.

# ARTICLE 4 SALARIES

The annual salary for 2017, 2018, 2019 and 2020 for all officers listed in Article 1 of this Agreement shall be set forth in Schedule A- Salary Guide, which is attached hereto and made a part thereof. All money shall be retroactive to January 1, 2017 for all of those members who are on the payroll as of the date of execution of this Agreement.

Each member that is employed on the date of the execution of this Agreement shall receive a one-time payment of \$500.00

# ARTICLE 5 COMPUTATION OF SALARY AND BENEFITS

Seniority, other rights and benefits (e.g. vacation), for the purpose and intent of this Article shall commence from the officer's date of hire. All salary increases based on the officer's date of hire anniversary shall commence on January 1 preceding the officer's date of hire.

Leave days shall be considered on a one day basis irrespective of whether the leave is taken for an eight, nine or ten hour shift. For the purposes of cash payout, leave days will be considered eight hours for personal, vacation and terminal leave.

All new officers hired after January 1, 2005 will receive their incentive paystep increases and personal days prorated to their anniversary date.

# ARTICLE 6 STAND-BY TIME

Stand-by time for all officers, excluding Detective, shall be compensated for at a rate of one (1) hours straight time pay for every three (3) hours of stand-by time or part thereof.

Detective Corporal, Detective First Class, Detectives and Investigators shall receive sixteen (16) hours straight pay compensation for each week (7 day period) of Detective stand-by duty.

Detective Corporals, Detectives First Class, Detectives and Investigators shall cover no more than one stand-by (7 day) period per four weeks. Excluding vacations and scheduled time off or when an officer agrees to cover stand-by duty for another, any stand-by period covered in excess of this rotation shall be compensated at the same rate described in Paragraph 1.

The Detective Sergeant will cover a stand-by period only in the event of an emergency.

# ARTICLE 7 OVERTIME

All time worked in excess of a regularly scheduled shift in one day shall be compensated at a rate of one and one half (1.5) times the regular base salary. Compensation for overtime shall be either pay or compensatory time at the officer's discretion. All time worked in excess of the regularly scheduled work week shall be compensated at a rate of one and one half (1.5) the time worked and is to be compensated in pay, compensatory time or adjust time at the officer's discretion.

- a. The rate for straight time pay shall be computed by dividing the base pay by 2080.
- b. The hourly rate for overtime shall be computed by multiplying the straight time rate by 1.5.
- c. The Borough agrees that all overtime that can be distributed among the Officers of the Police Department shall be done so equally and fairly among those members when feasible to do so.

# ARTICLE 8 RECALL TO DUTY

When an officer is recalled to duty, he or she shall be compensated at the rate of one and one half (1.5) pay or compensatory time, at the officer's discretion, for a minimum of two (2) hours, the rate of pay to be computed per Article 8b.

### ARTICLE 9 HOLIDAYS

Officers mentioned in Article 1 that work the holiday shall be compensated with an additional number of hours of straight time equal to the length of the shift. This additional compensation shall be in compensatory time or pay, at the Officer's discretion.

Officers working any shift on Christmas Eve (December 24) shall be compensated with an additional number of hours of straight time equal to one-half (1/2) of the length of the shift. Compensation shall be in compensatory time or pay, at the Officer's discretion.

All additional days off (other than those holidays listed in Schedule B), or part thereof afforded other Borough Employees shall be granted to officers in Article 1. Compensation shall be in straight time, one hour for one hour.

For the purpose of this Article, holidays shall be listed in Schedule B respectively, which is attached hereto and made part thereof.

All officers as defined in Article 1 of this Agreement, who are scheduled to work their regular assigned shift on a holiday as listed in Schedule B, have to take personal days, compensatory days or vacation days to take off the holiday.

Detective Corporals, Detectives First Class, Detectives and Investigators shall be scheduled off on the holidays listed in Schedule B of this Agreement. The stand-by Detective Corporal, Detective First Class, Detective or Investigator covering the holiday shall be compensated with eight (8) hours straight pay. On Christmas Eve, the aforementioned Officer shall be compensated with four (4) hours straight pay.

### ARTICLE 10 CLOTHING

Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Employer's expense. The replacement of personal effects, such as watches, glasses, etc., shall be covered up to \$200.00 per loss. A report of such damage or loss must be submitted at the time of the occurrence and signed by a shift commander.

It will be the Employer's responsibility to incur the cost of cleaning of work uniforms and clothing and any and all uniform changes or additions, including but not limited to jackets, protective vests, safety equipment, holsters, weapons, badges, patches and all necessary equipment and uniforms when an officer's assignment is changed.

Upon promotion, the promoted officer will receive a new badge denoting rank and eight (8) sets of chevrons for uniform shirts.

# ARTICLE 11 MEDICAL BENEFITS

The Employer agrees to provide employer paid coverage under the State Health Benefits Program and to continue to provide the presently enjoyed dental, vision and cafeteria plans, or their substantial equivalents, and life insurance, accidental death and dismemberment insurance and monthly income insurance, or it's benefit equivalent, for the duration of this Agreement, for all Employees working thirty-two (32) hours or more per week, their spouses and children. All new Employees working thirty-two (32) hours or more per week shall be entitled to medical benefits at the conclusion of the sixty (60) day waiting period from date of hire.

The Employees have agreed to accept the prescription plan attached to the health insurance plan instead of the stand-alone prescription plan. Employees further agree to accept the copayments associated with the chosen health insurance plan and prescription plan attached to the health insurance plan. The Borough will make funds available to members covered by this Collective Bargaining Agreement to upfront payments for medications. Once the member/Employee receives reimbursement, he or she is required to turn over that payment to the Borough Chief Financial Officer in a timely manner.

Every Officer who works at least thirty-two (32) hours per week, together with his or her dependents, shall be entitled to medical coverage under the State Health Benefits Program. Premium costs will be paid by the Employer, except that the Officer shall contribute toward the cost of their health benefits as required by New Jersey law. That contribution shall never be less than the amount listed in the 2009-2012 Collective Bargaining Agreement, which is based on New Jersey Direct 10 plan as the base and 6.5% co-premium of dependent cost.

Retired Employees shall have their medical benefits co-premiums frozen at the percentage in effect at the time of retirement, except otherwise provided by New Jersey law. The co-premium cost shall never be less that the amount listed in the 2009-2012 Collective Bargaining Agreement, which is based on New Jersey Direct 10 plan as the base and 6.5% co-premium of dependent cost.

Upon retirement, after twenty (20) or more years of employment with the Borough and twenty-five (25) years of creditable service with the Pension and/or disability leave (permanent or temporary), the Employee and spouse of record at the time of retirement shall enjoy the same medical benefits set forth as though the Officer were still actively employed. There shall be no decrease in medical benefits and shall continue until death of the retiree and spouse at the time of retirement, with the following exception:

Retired Officers shall pay the same medical copayments as current Employees and the retired Officer will pay the prescription copayments that are designated by the "Prescription Drug Coverage for Retirees" schedule set by the New Jersey State Health Benefits program.

If a statewide early retirement program is offered by the New Jersey Police and Fire Pension System, enabling the Officer to retire at full pension at twenty (20) years of service instead of the current twenty-five (25) years of service and is accepted by the Borough, then the Officer

would have to have served fifteen (15) years with the Borough to receive the aforementioned medical benefits upon early retirement.

Employees shall be permitted to re-enroll during any subsequent open-enrollment period or upon showing an involuntary loss of alternative coverage or upon retirement.

Any officer who shall suffer from any communicable disease, including but not limited to Hepatitis A, B, or C, Tuberculosis, Human Immunodeficiency Virus, Bacterial or Viral Meningitis or Acquired Immune Deficiency Syndrome, shall be treated with the assumption that the disease was contracted in and during the performance of duty. Incident reports may be requested to validate the claim.

# ARTICLE 12 MEDICAL EXAMINATION

Each Officer shall be afforded a complete medical and optical examination annually. The expense for such examinations shall be submitted to the Employee's health insurance carrier and if rejected by the health insurance carrier, thereafter submitted to the Borough Administrator or his or her designee.

All medical and optical examination shall be scheduled and completed by May 1 of each year.

In addition to the basic medical examination, all officers who are forty (40) years of age or older may elect to have a stress test. The expense for such examinations shall be submitted to the Employee's health insurance carrier and any additional cost above that coverage shall be borne by the Borough. If an officer at age thirty-five (35) to forty (40) wants a stress test, the Employee's health care provider will pay for the stress test. Any additional cost above that coverage shall be borne by the Borough.

# ARTICLE 13 SICK LEAVE AND DISABILITY POLICY

Sick leave policy will be in accordance with the Disability Policy of the Borough of Glassboro.

That policy will be attached to this Agreement and will be considered a part thereof. If the Borough decides to change this policy, these changes will not decrease the benefits already enjoyed by the Officers mentioned in Article 1. The attached Borough disability policy schedule will be considered Schedule C.

Officers mentioned in Article 1 shall be allotted eighty (80) sick leave hours on January 1 of each calendar year.

- a. Sick leave not used by an Employee shall accumulate from year to year.
- b. Employees who leave employment, either by resignation, retirement or disability shall be paid for their accumulated sick time at a rate of \$50.00 per day (8 hours), not to exceed \$5,000.00 (800 hours/100 days)

- c. Sick leave may be used in partial-day increments.
- d. Sick leave may be used for the care of a sick or injured spouse or child.
- e. An Employee, after completion of six (6) months of employment, shall be entitled to sick leave on the basis of one (1) working day per month, not to exceed ten (10) days. Thereafter, the Employee shall be entitled to ten (10) sick days per calendar year.

When an Officer mentioned in Article 1 of this Agreement is injured on duty and is relieved of duty by a doctor's orders, the Officer shall not be listed as sick but shall be listed as Injured on Duty (IOD). This loss of time shall not deprive the Officer of any benefits.

Any Officer mentioned in Article 1 of this Agreement who does not call out sick during the course of one year shall receive a bonus of One Hundred Dollars (\$100.00). This bonus shall be paid as a gift certificate for said Officer.

#### Disability Leave

An Employee who is medically disabled as a result of illness or injury, including any medical disability related to pregnancy, but excluding illnesses or injuries resulting out of or in the course of Employee's job.

An Employee shall not be entitled to paid disability benefits unless he or she has been unable to work for a continuous period of eight (8) calendar days. Sick Time will be used to cover the waiting period

An Employee who has a remaining balance of paid sick days must use such leave to supplement the half-pay disability leave pursuant to Appendix C.

In order to be deemed "medically disabled" and thus be eligible to receive paid disability leave, an Employee must present to the Administrator a "Disability Certification Form" prior to a disability that presents reasonable medical documentation regarding the nature and extent of his or her disability and the projected duration of the period of disability. This form is Appendix D of this document.

The Disability Certificate Form must include the following:

- A. Employee Information & Signature
- B. Medical Certificate (Form is attached as Appendix D)
  - 1. Physician Information
  - 2. Period of Disability
  - Treatment Date & Frequency
  - 4. Next Appointment

- 5. Start Date Employee Unable to Perform Work Duties
- 6. Estimated Return to Work Date
- 7. Patient Limitations, Upon Return to Work
- 8. Diagnosis and Diagnosis Code
- 9. Clinical Data & Test Performed to Support Diagnosis
- 10. Date & Type of Surgery
- 11. Physician's Signature and Date

The Borough agrees to keep the information related to the Employee's medical condition confidential to greatest extent possible. In addition, if the period of disability exceeds sixty (60) days, the Employer shall have the right, at its discretion and expense, to require that Employee submit to an independent medical exam by a physician selected by the Employer.

### Reporting or Verification of Sick Leave

Employees shall contact their supervisors to request sick leave prior to each work day or as soon as possible if circumstances prevent immediate notice, unless approval has already been given for such leave. In the absence of the supervisor, Employees shall contact the Chief of Police or Borough Administrator.

The Employee may be required, when reasonable, to produce a doctor's certificate verifying the need for sick leave, provided the Employee is notified of such requirement in a timely basis. Failure to produce a doctor's certificate when reasonably required may be the cause for denial of sick leave but shall not constitute a disciplinary infraction. The Borough may also require an Employee to be examined by a physician appointed and paid by the Borough in order to verify the need for sick leave or to verify the Employee's fitness to return to duty.

# ARTICLE 14 VACATIONS

During the first calendar year of employment, Employees shall receive sixteen (16) vacation hours for every four (4) months of service completed.

- a. Commencing with January 1 of the calendar year following the date of employment and every year thereafter, the Employee shall receive ten (10) vacation days.
- b. Commencing with January 1 of the year in which the fifth (5<sup>th</sup>) anniversary occurs, and every year thereafter, the Employee shall receive fifteen (15) vacation days.
- c. Commencing with January 1 of the year in which the tenth (10<sup>th</sup>) anniversary occurs, and every year thereafter, the Employee shall receive twenty (20) vacation days.
- d. Commencing with January 1 of the year in which the fifteenth (15<sup>th</sup>) anniversary occurs, and every year thereafter, the Employee shall receive twenty-five (25) vacation days.

e. For Officers hired prior to 1-1-98, commencing with January 1 of the year in which the twentieth (20<sup>th</sup>) anniversary occurs, and every year thereafter until retirement, the Employee shall receive thirty (30) vacation days.

Officers of this Agreement hired prior to 1-1-98 will have vacation capped at six (6) weeks.

Officers of this Agreement hired after 1-1-98 will have vacation capped at five (5) weeks.

Vacation may be used in one (1) day increments for up to two (2) weeks. Vacations shall be based on the completion years within the calendar year. All vacations are to be taken during the calendar year when possible.

# ARTICLE 15 INCENTIVE PROGRAM

- a. K-9 Handlers who maintain proper care and training of their canine shall receive \$1,000.00 per year for each year of the Agreement.
- b. Firearms Instructors shall receive \$400.00 per year for the purpose of maintaining a current training program.
- c. Officers certified as Emergency Medical Technicians shall receive \$100.00 per year.
- d. All members mentioned in Article 1, who successfully complete a Physical Fitness Assessment Test, shall be compensated in pay. Said pay shall be on a scale of \$300.00 for a total average score of 70%-84.9%. A total average score of over 85% will receive \$500.00.

Members are not obligated to opt for physical incentive nor do the results of the test have any consequence on the person's employment with the Glassboro Police Department. The standards for the physical agility test shall be established by a designated member of the Glassboro Police Department.

Incentive a, b, c, d and k shall be paid in the first pay in December.

e. College degrees shall be compensated at the rates listed below for the life of this Agreement. Compensation will be made in the first pay of June.

Associate's Degree	\$350.00
Bachelor's Degree	\$600.00
Master's Degree	\$850.00

f. Detectives meeting the criteria set forth during the life of this Agreement shall be upgraded to the rank of Detective First Class upon completion of two (2) years in the Detective Bureau ,six (6) months as an Investigator and eighteen (18) months as a Detective.

- g. A patrol person shall not be eligible for Detective rank until first serving six (6) months as an Investigator after assignment transfer from the Patrol Division. There shall be no increase in pay until the Investigator's obligation has been satisfied.
- h. All incentives enjoyed by Employees of Glassboro Police Department pursuant to other collective negotiated agreements for Glassboro police officers shall be enjoyed by Officers of this Agreement.
- i. Officers who have completed technical schooling equal to sixty (60) credits or an associate's college degree subject to Chief of Police's review and Public Safety Committee approval shall be compensated \$350,00 to be made the first pay in June for the life of this Agreement.
- j. Officers who are fluent in a language other than English who utilize and make their skill available to assist the Police Department in investigations shall receive \$500.00 per year payable in the first pay in June. Eligibility for this incentive is subject to approval by the Chief of Police.
- k. Officers who are certified Field Training Officers and are assigned a trainee officer for a complete phase of Phases 1-4 of the training process shall receive \$500.00.
  - a. The incentive will be paid once per calendar year regardless of the number of trainee officers assigned to the Field Training Officer during that year.
    - i. If the Field Training Officer is assigned a trainee officer during the calendar year, after the incentive pay is distributed, the Field Training Officer shall receive the pay as soon as practicable.
    - ii. When the field training phases cross into another calendar year, Field Training Officers who are assigned a trainee officer during Phase 1 will only receive the incentive pay one time.
  - b. Field training officers and/or officers who cover for the assigned field training officer are not eligible for this incentive.
  - c. If a field training officer is assigned a trainee during a phase due to the injury, illness, reassignment, etc., the field training officer who was assigned the trainee for more than 50% of the phase will be the only officer eligible for this incentive.
- I. School Resource Officers shall receive the following incentive pay:
  - a. 2017: \$4,000.00
    - 2018-\$4,250.00
    - 2019-\$4,500.00
    - 2020-\$4,750.00
  - b. SRO incentive pay will be calculated based on a 10-month schedule. First payment will be paid on the first pay in July for months January through June. Second payment will be paid on the first pay in January for months September through December.

c. In the event that an SRO is relieved of duty, during the payment periods defined in Paragraph I(b),due to reassignment promotion, disability, workman's compensation time, suspension, etc., and their SRO position is covered by another officer, both officers' incentive pay will be prorated based on the actual time served in the SRO position.

# ARTICLE 16 DETECTIVE SCHEDULE AND VEHICLES

The Detective schedule shall be 8:00am to 4:00pm Monday through Friday and Tuesday through Friday, with all Detectives required to remain at work until the end of the respective shift This schedule shall alternate every other week. The Detective covering the stand-by duty for the week shall work 10:00am to 6:00pm.

Although the schedule is a fixed schedule, the Detective Bureau supervisor, Captain or Chief may, at times, request the detectives to alter their shift if needed for investigative purposes, departmental or unit meetings or training. This flexibility shall not be interpreted to eliminate overtime compensation for continuation of shift.

Detectives shall be scheduled off on holidays as described in Article 9. In the event the holiday falls on a Sunday, the following Monday will be considered the holiday for the Detective Bureau personnel.

If the holiday falls on a Saturday, the preceding Friday will be considered the holiday for the Detective Bureau personnel. Detectives working Tuesday through Friday, who miss the Monday holidays as a result of their prevailing schedule shall be afforded the following Friday off during that same week.

Use of vehicles individually assigned to Detectives shall be continued as per previous contracts. If available, vehicles shall be assigned to each detective to be housed at their residence if within a ten-mile radius of the Borough of Glassboro. All exceptions must be approved by the Public Safety committee.

a. While on stand-by, Detectives who do not live within a ten-mile radius of the Borough will be permitted to take their assigned vehicle home.

# ARTICLE 17 PATROL SCHEDULE, PLATOON ASSIGNMENTS AND SPECIALTY UNIT ASSIGNMENTS

The Patrol Division schedule shall be:

Shift One:	12:00 midnight to 8:00am, five consecutive days	Four days off
Shift Two:	8:00am to 4:00pm, five consecutive days	Three days off
Shift Three:	4:00pm to 12:00 midnight, five consecutive days	Three days off

Platoon assignments for the year will be determined and distributed by November 15 of the preceding year.

### Specialty Unit Schedule

The School Resource Officer schedule is set to meet the operation needs of the school district at the discretion of the Chief of Police. If a change in the schedule must be made, the respective Officer shall be notified at least thirty (30) days prior to the effective date of the change.

The School Resource Officer shall work a modified summer break schedule at the discretion of the Chief of Police. This modified schedule will be provided to the School Resource Officer thirty (30) days prior to the start of the schedule.

Assignment as a School Resource Officer is at the discretion of the Chief of Police.

Modifications to an officer's schedule may be made while voluntarily assigned to a specialty unit (e.g. Community Oriented Policing Unit, School Resource Officers). The Officer's acceptance of an assignment is his or her implied consent to the modified schedule.

Upon reassignment to the Patrol Division or Detective Bureau, voluntary or otherwise, the Officer's schedule will return to the normal and accepted Patrol or Detective schedule.

Scheduled hours worked by members of specialty units shall be equivalent to hours worked by officers defined in Article 1.

### ARTICLE 18 PERSONAL DAYS

Each officer of the Police Department mentioned in Article 1 shall be given five (5) personal days for the calendar year. Police Officers with less than one (1) year of service shall be allowed personal days off on a pro-rata basis. They may be taken off at their discretion with eight (8) hours notice during the course of the year. In the event of an emergency, these days may be used within the eight hours period without denial. If personal days are not used by the end of the year, they shall be converted to two (2) sick bank days or eight (8)hours compensatory time per 8 hours personal time. Each Employee must choose either the sick bank or compensatory time in full. There will be no splitting between sick bank and compensatory time.

Personal days may be taken in full or half-day increments.

### ARTICLE 19 ACTING SHIFT LEADER

In the absence of the Sergeant of the Patrol Division shift, the Corporal of that platoon shall run said shift. There shall be one assigned Corporal per platoon. In the absence of both a Sergeant and a Corporal of a shift for any reason, the Senior Officer of the shift shall run said shift and shall be compensated at the same rate of pay as the shift Corporal for every day as acting shift leader commencing on the first day of the Sergeant/Corporal's absence.

In the event of a long-term absence of the Sergeant of the Patrol Division shift or the Sergeant of the Detective Bureau (when there is no Detective Lieutenant), the Corporal of that platoon or Bureau who is running said shift or Bureau shall be compensated for each day worked after

thirty (30) consecutive calendar days as acting shift leader, exclusive of vacation or personal leave.

If a Sergeant is on sick leave for less than thirty (30) consecutive calendar days, the Corporal who is running the shift or Bureau in the Sergeant's absence is not entitled to the above compensation.

If a Sergeant is on sick leave for more than thirty (30) consecutive calendar days, the Corporal who is running the shift or Bureau in the absence of the Sergeant shall be compensated for each day worked after the thirtieth (30<sup>th</sup>) consecutive day.

In the event a Patrol or Detective Sergeant retires, is reassigned or is promoted, the Patrol or Detective Corporal (when there is no Detective Lieutenant) shall immediately receive compensation at the same rate of pay as the shift Sergeant for every day worked as acting shift leader commencing on the first day of the Sergeant's absence.

In the absence of the Detective Lieutenant and the Detective Sergeant of the Detective Bureau, the Detective Corporal shall be responsible to run said unit. There shall be one assigned Detective Corporal to the Detective Bureau.

### ARTICLE 20 COURT TIME

All Officers mentioned in Article 1 required to attend any court hearing or conference stemming from a municipal, criminal, civil, disciplinary hearing and internal affairs investigation, if attendance is required, shall be compensated at their overtime rate of pay or compensatory time at the Officer's discretion. Officers will be compensated a minimum of four (4) hours for each attendance when the Officer is not scheduled for duty.

In the event that an Officer is required to attend a hearing, conference, meeting or trial stemming from disciplinary action against that Officer or from a grievance filed by that Officer the overtime report shall be forwarded to the Chief of Police or designee and it will be held in abeyance until the disciplinary action or grievance receives final disposition.

- a. If the disposition of the disciplinary action or grievance is in the Officer's favor, he or she will be paid the overtime at the rate that was current on the date the card was submitted.
- b. If the disposition of the disciplinary action or grievance is not in the Officer's favor, the overtime pay will be forfeited.
- c. This does not apply to Internal Investigations related to citizen complaints, criminal complaints, motor vehicle complaints or ordinance violations alleged by a citizen and will not prohibit Officers who are not named in the aforementioned complaints as a defendant, respondent, aggrieved, etc. from receiving compensation for their appearances.
- d. This Article shall not apply in civil proceedings where the Officer is the Plaintiff.

### ARTICLE 21 STAND-BY SUBPOENAS

Officers receiving stand-by subpoenas from County, State or Federal court shall receive an amount of ten dollars (\$10.00) per day for each day on stand-by when court is in session.

Stand-by time shall only be paid when the officer is not scheduled for duty during that 24-hour period. If the Officer reports to court, stand-by pay shall cease and the Officer shall be compensated per Article 20.

# ARTICLE 22 TERMINAL LEAVE

Terminal leave shall be afforded to all Officers of this Agreement upon retirement from the Glassboro Police Department. Terminal leave shall commence at any time during the calendar year at the discretion of the Employee.

Terminal leave shall be computed at a rate of one (1) working day for each completed calendar year of employment with the Glassboro Police Department.

It is agreed that all Officers mentioned in Article 1 have the option to either take the terminal leave along with the accumulated personal days, vacation days and compensatory time prior to the Officer's official retirement date and/or sell back all or part of the saved time mentioned for one lump sum. The money would be calculated hour for hour at the Employee's highest pay rate attained with the Borough.

For the purposes of terminal leave cash payout, one (1) day equals eight (8) hours.

# ARTICLE 23 ADDITIONAL EXPENSES

The Employer agrees to pay reasonable costs of meals and lodging when incurred while on official business outside of the Borough.

A meal allowance in the maximum amount of \$10.00 for breakfast, \$15.00 for lunch and \$25.00 for dinner will be granted while attending school. Meal allowance shall be the actual cost of the meal inclusive of the tip. Receipts will be required to verify cost of the meal. An Officer's failure to provide any or adequate documentation may result in a denial of the requested expense.

- a. An Employee may not claim reimbursement for breakfast unless he or she was required to depart his or her home for travel to the school prior to 6:00am or is required to stay at the school overnight.
- b. An Employee may not claim reimbursement for lunch unless he or she is required to remain at the school through the noon meal period.
- c. An Employee may not claim reimbursement for dinner unless he or she is required to remain at or travel home after 7:00pm or to remain overnight.
- d. An Employee may not claim reimbursement for a meal that is included in tuition, registration or conference fees when those fees are paid by the Borough.

e. Costs of alcoholic beverages, costs incurred by travel companions or family members accompanying the Employee are not reimbursable.

The Employer agrees to pay the Internal Revenue Service mileage allowance rate when the Officer's personal vehicle is used for official business only with prior approval from the Chief of Police or his or her designee.

Lodging for a conference, school or meeting must be approved by the Chief of Police prior to eligibility for reimbursement.

- a. Employees should attempt to secure the lowest government rate available at a reasonably priced facility.
- b. Employees will not be reimbursed for lodging at the private residence of a friend or relative.
- c. Employees will only be reimbursed the "Standard Room" rate for lodging.
- d. Employees must submit receipts with the expense reports. Failure to submit appropriate documentation may result in a denial of the requested expense.

# ARTICLE 24 IN-SERVICE TRAINING

Members listed in Article 1 of this Agreement shall perform thirty-six (36) hours of in-service training sessions (16 firearm, including any firearm which requires quarterly training/evaluation) and twenty (20) in-service (including but not limited to domestic violence, blood borne pathogens, etc.) without additional compensation. Every reasonable attempt will be made not to schedule training during the months of June, July and August unless State, County or other authority mandates otherwise. Subject to instructor availability and mandated by other entities, training shall be conducted in 4-5 hours blocks of time. Officers who are required to participate in rifle training/recertification shall be paid at a straight rate for related training. Any requalification and training by Detectives will be performed while on duty.

Officers will not receive additional compensation for any other training conducted during their regular work shift. These qualification/training days will be scheduled for days when the officers are off and not during their duty hours. Should there be any change in the number of mandatory firearms qualifications per year; the officers shall receive an additional eight (8) hours block of firearm qualifications/training per mandatory qualification at their straight rate of pay.

In-service training is not to be construed to mean any academy schools, seminars or refresher schools.

# ARTICLE 25 PRACTICE AMMUNITION

All Officers of this Agreement shall be given two-hundred (200) rounds of ammunition for their duty weapon. Said ammunition shall be distributed to the Officers prior to firearms qualifications for the purpose of practice.

### ARTICLE 26 SAFETY EQUIPMENT

To preserve the health and safety of all Officers in the Glassboro Police Department and to assist said Employees to better protect the public and themselves; the following safety equipment shall be supplied or issued under the stipulations set forth.

- a. Each officer shall be issued a bullet proof vest and riot helmet upon hiring as initial issue. Said vest shall be replaced every five (5) years from the date of issue at the expense of the Employer and shall be of at least the same quality of the initial vest and of the greatest threat level available at the time of replacement.
- b. A shotgun will be installed in police vehicles at the discretion of the Chief of Police. Shotguns will be available at the police department for Officer's use in the event of an emergency.
- c. Plastic spit shields shall be mounted in each patrol vehicle.
- d. First Aid, oxygen and fire extinguishers shall be installed in all police vehicles as feasible and available during the life of this Agreement.
- e. Anti-bacterial/Anti-viral cleaning wipes and disposable gloves will be provided and maintained in each Officer's vehicle.
- f. Each officer shall be issued an Individual First Aid Kit (IFAK) which includes, at minimum, one (1) tourniquet and two (2) chest seals.
- g. The above Borough issued equipment is to be surrendered by the Officer upon separation of employment. Additionally, all the above Borough issued equipment is to be used solely in connection with the Officer's performance of his duties on behalf of the Borough. None of the above Borough issued equipment is to be used for personal reasons.

# ARTICLE 27 LEAVE OF ABSENCE FOR BEREAVEMENT

In case of death of an Employee's spouse or child, the Employee shall be entitled to five (5) days paid leave per occurrence for attendance at a viewing or funeral, or to make family arrangements incidental to such bereavement. In case of death in an Employee's immediate family, the Employee shall be entitled to three (3) days paid leave per occurrence for attendance at a viewing or funeral or to make family arrangements incidental to such bereavement. If the Employee must travel more than 150 miles each way to attend the funeral, a total of five (5) days shall be permitted. Paid sick leave may also be used in case of bereavement if additional time off is needed for the loss of an Employee's spouse, child or parent.

For purposes of this section, "immediate family" shall be defined as spouse, children, parents (including in-laws), brothers and sisters (including in-laws), grandparents, grandchildren, domestic partners and any relative residing in the Employee's home. Reasonable documentation shall be produced by the Employee if requested by the Borough. The failure to provide reasonable documentation upon request may subject the Employee to loss of pay for the days absent from work.

# ARTICLE 28 DELEGATES AND CONVENTIONS

Representatives of the State Fraternal Order of Police shall be afforded time off without loss of time or pay to attend the scheduled meetings or special meetings of the state organization.

FOP Convention representatives shall be afforded time to attend conventions of the state organization without loss of time or pay. Time shall be allowed for travel to and from said location of the convention. Benefits for Convention Delegates shall be in accordance with court decision and/or NJSA 40A:14-177 as amended and the following paragraph.

With respect to this Article, the number of representatives who shall be afforded time off without loss of time or pay to attend the various meetings and conventions referenced in the Article shall be up to four (4) members covered by this Agreement, but in any case, no more than four (4) members total from both units of FOP Lodge 108 at any one time.

The President of FOP Lodge 108 shall be allowed up to forty (40) hours per year to attend to address Union matters. The President shall be responsible for ensuring that tending to his Union duties shall not conflict with the work he is responsible for performing as an Employee of the Borough.

### ARTICLE 29 FOP COLOR GUARD

Members of the Glassboro Police Department Honor/Color Guard shall be excused from duty without loss of time or pay for the purpose of attending the funeral of an expired police officer, providing manpower requirements permit it.

Bona fide members of the Gloucester County Emerald Society Pipes and Drums shall be excused from duty without loss of time or pay to perform at the funeral of a police officer killed in the line of duty or an officer who has died while active, providing manpower requirements permit it.

### ARTICLE 30 TIME OFF

All Officers mentioned in Article 1 shall be granted time off from duty using compensatory time within a reasonable period after making the request, if such time does not unduly disrupt the operations of the Borough. Employees further understand that compensatory time will take precedence over vacation requests submitted after the request for compensatory time is received by the Department. Officers can utilize compensatory time in full or one-half shift blocks. The time off must be approved by a shift supervisor. The Officers of this Agreement shall adhere to the following stipulations:

- a. A minimum of four officers must remain on duty for the shift.
- b. The shift commander shall have the authority to call an officer back to duty in the event manpower should fall below four officers. When a patrol platoon consists of six officers, a maximum of two (2) officers are permitted off on scheduled, voluntary leave (compensatory time, vacation time). If a patrol platoon consists of seven

officers, a maximum of three (3) officers would be permitted off. The number of officers permitted off will increase by one (1) for every two (2) officers added to the platoon thereafter. Paragraph (a) shall not be construed to include officers that are absent due to injury, illness, disability or long-term (greater than two (2) weeks) schools.

- c. The only exception to the rule would be in the case of sudden sickness to personnel.
- d. The FOP agrees to seven (7) "Event Days" during which all time off, with the exception of personal days and sick days, is not permitted.
  - i. The "Event Days" shall be set prior to January 31 of each year.
  - ii. The "Event Days" must be for an actual event and not an arbitrary date.
  - iii. If an Officer utilizes a personal day or a sick day on the "Event Day", that Officer will be replaced in order to maintain the maximum manpower of that platoon.
- e. Time off (vacation/personal days) shall be day for day, regardless of hours worked.
- f. An Employee covered by this Agreement shall not accumulate more than two-hundred (200) hours of compensatory time. Any Employee covered by this Agreement with compensatory time, as of the execution of this Agreement, shall be required to use his or her respective compensatory time in accordance with the following schedule:

0-200 hours	Follow Borough policy as outlined in the Personnel Policies and
	Procedures manual with the exception of the above cap.
201-300 hours	Use 50 hours per year until total hours is less than 200
301-400 hours	Use 50 hours per year and sell back 25 hours per year
401 or more hours	Use 50 hours per year and sell back 50 hours per year

Officers of this Agreement shall be allowed to sell back, to the Employer, accumulated compensatory time at a straight time rate. The amount of hours sold back (other than indicated in the above schedule) shall be based upon budgetary consideration. Officers shall be notified by November 15 as to the number of hours they may sell back. Payment shall be in the second pay of December. In the event sell back of compensatory time is enjoyed by other Borough Employees, so shall it be enjoyed by Officers of this Agreement.

# ARTICLE 31 PAYCHECKS

All items on the paycheck, such as overtime, dues, pension, etc., shall be listed separately. Pay checks shall be issued to the Officers mentioned in Article 1 of this Agreement on a bi-weekly basis and said paycheck shall be available for pick up by 8:00am on Friday unless there is a scheduled holiday, then it will be made available the day prior to the holiday by 8:00am.

Officers who choose direct deposit are subject to the rules and fund availability policies of their financial institution.

### ARTICLE 32 RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the members of the FOP as mentioned in Article 1 of this Agreement have heretofore enjoyed in the past and are presently enjoying, shall be maintained and continued by the Employer at not less than the highest standards in effect during the life of this Agreement. The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the terms of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

### ARTICLE 33 LEGAL AID

The Employer shall provide legal aid to all personnel covered by this Agreement pursuant to the applicable statutes of the State of New Jersey. An attorney of the Employee's choice may be used at the expense of the Borough only after receiving approval from the Borough Solicitor.

# ARTICLE 34 DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the FOP because of membership or activity in the FOP, nor shall the FOP or any of its agents attempt to intimidate or coerce any Employee into membership. Neither the Employer nor the FOP shall discriminate against any Employee because of race, creed, nationality, age, sex or religious affiliation or other protected class.

### ARTICLE 35 SAVINGS CLAUSE

In the event any Federal or State legislation, governmental regulation or court decision causes any Article of this Agreement or part thereof to become invalid, all other Articles and sections not affected shall remain in full force and effect and then parties shall renegotiate any Articles affected.

### ARTICLE 36 LEXINGTON PLAN

All Officers mentioned in this Agreement who have been living within the Borough for at least four (4) years and have been a patrolman with the Glassboro Police Department for a minimum of four (4) years will be assigned their own patrol vehicle. This vehicle will be housed at their residence. All exceptions must be approved by the Public Safety Committee. This plan, if possible, will start immediately based upon availability or budgetary constraints. Seniority will determine the method of distribution.

Members of the K-9 Unit, the Gloucester County SWAT Team and Emergency Response Team, who are not residents of the Borough, will be permitted to house their assigned police vehicle at their residence.

# ARTICLE 37 NEOGTIATIONS PROCEDURES

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employee Relation Act, in good faith, to reach an agreement on all matters concerning the terms and conditions of employment of the Employees mentioned in Article 1. Such negotiations shall begin no later than September 15 of the calendar year in which the Agreement expires. Any agreement so negotiated shall apply, to all Employees mentioned in Article 1, will be reduced in writing, ratified by both parties and signed by the authorized representatives of the Borough of Glassboro and the FOP.

Both parties agree that there will be no changes in the terms and conditions of employment during the lifetime of this Agreement, except through negotiations between both parties.

Whenever a representative of the FOP or any Employee is mutually scheduled by the parties to participate in negotiations, conferences or meetings during the Employee's scheduled working hours, he shall suffer no loss of time, pay or other fringe benefits and shall be relieved from duty subject to the manpower needs of the Department.

# ARTICLE 38 INITIAL ISSUE

All newly hired officers will be issued the following prior to their start date, without exception:

1 ballistic vest; 1 Class A long sleeve shirts, ,5 Class B shirts, 1 Class A trousers, 3 Class B trousers, 1 winter coat, 1 uniform hat, 1 tie, 2 pairs of shoes or boots, 1 Sam Browne belt, 1 holster, 1 magazine pouch, 1 handcuff case, 1 aerosol case, 1 communications radio holder, 1 baton holder, 1 pair handcuffs, 1 name plate, 1 lanyard, 1 whistle, 1 hat badge, 1 breast badge, 1 rechargeable flashlight with charger, 1 orange cone cover for flashlight, 1 communication radio, 1 riot helmet, 1 baton, 1 rain coat, 1 hat cover, 1 traffic vest, 1 pair orange gloves.

The Class B uniform will be worn by Patrolmen and Corporals during all shifts and side details.

Any other changes to the uniform policy, which requires a new purchase, shall be borne by the Employer.

The cost of replacement and upgrades\* of existing uniforms and equipment shall be borne by the members mentioned in Article 1 of this Agreement.

All Officers shall maintain one serviceable long sleeve Class A uniform shirt, Class A uniform trousers and set of leather gear.

\*An upgrade refers to uniforms or equipment that is deemed unserviceable and has been upgraded since its initial issue.

# ARTICLE 39 CONTINUING DEATH BENEFIT

The Borough agrees to cover the beneficiary or family of the Officer mentioned in Article 1, in case of death, by continuing to issue the Employee's full salary paychecks and medical benefits for a period of six (6) months thereafter. This benefit will not include any compensatory time, vacation days or personal days. This time mentioned will be paid in one lump sum and will be separate from the Officer's paycheck.

### ARTICLE 40 MINIMUM MANPOWER COVERAGE

Minimum manpower requirements to cover a patrol shift will not fall below four (4) officers per shift, excluding Captains, Lieutenants and Special Officers.

# ARTICLE 41 REOPENERS

The parties agree that the Borough has the right to reopen the contract on health benefits and/or New Jersey Disability Plan. If the Borough should reopen the contract during its term to discuss health benefits then the FOP may reopen negotiations regarding salary.

The parties agree that the Borough has the right to request to reopen the contract with regard to pensions as related to Employees hired after January 1, 2009. This reopener will only apply if the State of New Jersey legislates permission to negotiate pension benefits with Employees. Both parties acknowledge and agree that any negotiations related to this reopener will not affect Employees hired prior to January 1, 2009.

### ARTICLE 42 DURATION

This Agreement shall become effective January 1, 2017 and shall terminate on December 31, 2020. If either party desires to change this Agreement, it shall notify the other party in writing at least one-hundred twenty (120) days prior to the expiration of this Agreement of proposed changes.

The terms set forth in this Agreement shall remain in effect after December 31, 2020 and during such time that the Agreement is being negotiated.

Attachment A:	2017A	2017 B	2018 A	2018 B	2019 A	2019 8	2020 A	2020 8
		Hired After		Hired After		Hired After		Hired After
		(T/77/60		05/17/1/		09/17/1/		09/12/17
NEW HIRE IN BASIC ACADEIVIY	51,/19.05	42,352.00	52,753.43	43,199.04	53,808.50	44,063.02	54,884.67	44,944.28
AFIER ACADEMY/SLEO II WAIVER	55,807.52	46,679.00	56,923.67	47,612.58	58,062.14	48,564.83	59,223.38	49,536.13
AFTER 1 YR	. 59,894,88	52,592.00	61,092.78	53,643.84	62,314.63	54,716.72	63,560.93	55,811.05
AFTER 2 YRS	63,983.35	58,506.00	65,263.01	59,676.12	66,568.27	60,869.64	67,899.64	62,087.04
AFTER 3 YRS	68,070.71	64,419.00	69,432.12	65,707.38	70,820.77	67,021.53	72,237.18	68,361.96
AFTER 4 YRS	72,159.19	70,333.00	73,602.37	71,739.66	75,074.42	73,174,45	76,575.91	74,637.94
AFTER 5 YRS	76,246.55	76,246.55	77,771.48	77,771.48	79,326.91	79,326.91	80,913.45	80,913.45
AFTER 6 YRS	80,335.02	80,335.02	81,941.72	81,941.72	83,580.55	83,580.55	85,252,16	85,252.16
AFTER 7 YRS	84,422.38	84,422.38	86,110.83	85,110.83	87,833.04	87,833.04	89,589.71	89,589.71
AFTER 8 YRS	88,510:86	88,510.86	90,281.07	90,281.07	92,086.70	92,086.70	93,928.43	93,928.43
AFTER 9 YRS	102,331.31	102,331.31	104,377.93	104,377.93	106,465.49	106,465.49	108,594.80	108,594.80
AFTER 10 YRS	104,240.51	104,240.51	106,325.32	106,325.32	108,451.83	108,451.83	110,620.86	110,620.86
AFTER 15 YRS	105,216.69	105,216.69	107,321.03	107,321.03	109,467.45	109,467.45	111,656.80	111,656.80
AFTER 20 YRS	106,192.88	106,192.88	108,316.74	108,316.74	110,483.08	110,483.08	112,692.74	112,692.74
AFTER 25 YRS	107,169.06	107,169.06	109,312.45	109,312.45	111,498.69	111,498.69	113,728.67	113,728.67
	•		•		-		1	
PATROL/DET CPL	-		•		1		1	
CPL,	109,671.51	109,671.51	111,864.94	111,864.94	114,102.24	114,102.24	116,384.29	116,384.29
CPL. AFTER 6 YRS	112,404.17	112,404.17	114,652.26	114,652.26	116,945.30	116,945.30	119,284.21	119,284.21
CPL. AFTER 10 YRS	114,482.72	114,482.72	116,772.37	116,772.37	119,107.82	119,107.82	121,489.98	121,489.98
CPL, AFTER 15 YRS	115,681.36	115,681.36	117,994.99	117,994.99	120,354.89	120,354.89	122,761.99	122,761.99
CPL. AFTER 20 YRS	116,883.34	116,883.34	119,221.01	119,221.01	121,605.43	121,605.43	124,037.54	124,037.54
CPL. AFTER 25 YRS	117,877.47	117,877.47	120,235.02	120,235.02	122,639.72	122,639.72	125,092.52	125,092.52
	1		-		•		I	
DETECTIVES			•		•		ľ	
DETECTIVE	104,667.73	104,667.73	106,761.08	106,761.08	108,896.30	108,896.30	111,074.23	111,074.23
DET. AFTER 6 YRS	107,274.22	107,274.22	109,419.70	109,419.70	111,608.09	111,608.09	113,840.26	113,840.26
DET. AFTER 10 YRS	109,358.29	109,358.29	111,545.46	111,545.46	113,776.37	113,776.37	116,051.89	116,051.89
DET. AFTER 15 YRS	110,400.88	- 1	112,608.90	112,608.90	114,861.08	114,861.08	117,158.30	117,158.30
DET. AFTER 20 YRS	111,441.26		113,670.09	113,670.09	115,943.49	115,943.49	118,262.36	118,262.36
DET. AFTER 25 YRS	112,484.97	112,484.97	114,734.67	114,734.67	117,029.36	117,029.36	119,369.95	119,369.95
	•		•	ŝ	-	•	1	s
DETECTIVE FIRST CLASS		107,130.32	109,272.93	109,272.93	111,458.39	111,458.39	113,687.56	113,687.56
DFC. AFTER 6 YRS		109,798.80	111,994.77	111,994.77	114,234.67	114,234.67	116,519.36	116,519.36
DFC. AFTER 10 YRS	111,933.78	111,933.78	114,172.46	114,172.46	116,455.90	116,455.90	118,785.02	118,785.02
DFC. AFTER 15 YRS	113,000.73	113,000.73	115,260.75	115,260.75	117,565.96	117,565.96	119,917.28	119,917.28
DFC. AFTER 20 YRS	114,068.77	114,068.77	116,350.15	116,350.15	118,677.15	118,677.15	121,050.69	121,050.69
DFC. AFTER 25 YRS	115,134.61	115,134.61	117,437.30	117,437.30	119,786.05	119,786.05	122,181.77	122,181.77

### SCHEDULE "B" HOLIDAY SCHEDULE

1 New Year's Day	2017 1-Jan	2 <b>018</b> 1-Jan	<b>201</b> 9 1-Jan	<b>2020</b> 1-Jan
2 Martin Luther King Day	16-Jan	15-Jan	21- <b>Ja</b> n	2 <b>0-Ja</b> n
3 Lincoln's Birthday	12-Feb	12-Feb	12-Feb	12-Feb
4 President's Day	20-Feb	19-Feb	18-F <b>e</b> b	17-Feb
5 Good Friday	14-Apr	30-Mar	19-Apr	10-Apr
6 Memorial Day	29-May	28-May	27-May	25-May
7 Independence Day	4-Jul	4-Jul	4-Jul	4-Jul
8 Labor Day	4-Sep	3-Sep	2-Sep	7-Sep
9 Columbus Day	9-Oct	8-Oct	14-Oct	12-Oct
10 Election Day	7-Nov	6-Nov	5-Nov	3-Nov
11 Veteran's Day	11-Nov	. 11-Nov	11-Nov	11-Nov
12 Thanksgiving Day	23-Nov	22-Nov	28-Nov	26-Nov
13 Day after Thanksgiving	24-Nov	23-Nov	29-Nov	27-Nov
14 Christmas Day	25- <b>Dec</b>	25- <b>D</b> ec	25-Dec	25-Dec

### SCHEDULE "C"

### BOROUGH DISABILITY SCHEDULE

AT LEAST YEAR	LESS THAN YEARS	FULL SALARY CALENDAR WEEKS	ONE HALF CALENDAR WEEKS	TOTAL COVERAGE ANNUAL
1	2	4	2	6
2	3	4	7	<b>1</b> 1
3	4	4	12	16
4	5	4	17	21
5	6	8	18	26
6	7	8	23	31
7	8	8	28	36
8	9	8	33	41
9	10	12	34	46
10	15	12	40	52
15	20	14	38	52
20	25	16	36	52
25	30	18	34	52
30	OVER	20	32	52

AN ILLNESS ENTITLING AN EMPLOYEE TO THE ABOVE BENEFITS SHALL BE DEFINED AS EIGHT (8) CALENDAR DAYS OF CONTINUOUS ABSENCE FROM EMPLOMENT. THE ABOVE PLAN SHALL BE APPLIED BASED UPON YEAR IN WHICH DISABILIATY OCCURRED. CLARIFICATION — THE SCHEDULE DOES NOT RUN FROM JANUARY TO DECEMBER, BUT 12 MONTHS FROM DATE OF FIRST OCCURANCE IN WHICH THE DISABILITY 5CHEUDLE WAS APPLIED.



### APPENDIX D

### Borough of Glassboro <u>DISABILITY CERTIFICATION</u>

Please return directly to:
Borough of Glasssboro, <u>Human Resources</u>
1 South Main Street
Glassbosro, N.J. 08028 or (fax) 856-881-7563

<b>EMPLOY</b>	EE NAME:			Sociol Security#	
Last	FI	rst	МІ		
Home Ad	ddress:				
Street	A	pt.	City	State	Zip
Date of I	Birth: (mm/dd/year)	Home Phone:		Gender:	
/	/	()		M/F	
for the purp designated t termination this applicat	ony licensed physician who has examined or tre ose of determining my medical condition for the by the Borough of Glassboro to determine fitne of my disability benefits and/or employment. ion for disability benefits is true and accurate. sciplinary action up to and including, but not lin	ligibility of disability bene ess for duty and acknowle I hereby certify that the i I am aware that if the inf nited to, termination of e	fits. I also acknowledge in dge that my failure to se information contained he formation contained here	the Borough of Glassboro's right e the Borough of Glassboro's de erein and provided by me to the ein is determined to be false and	to require me to see a physicia signated physician will cause the Borough of Glassboro related to
	Employee Sign	nature		Date	
	MEDICAL CE	RTIFICATE (TO BE CO	OMPLETED BY TREA	TING PHYSICIAN)	
Physici	an Name:		Physician Office		Physician Fax: \
Last	First	MI	()	(	/ <b>-</b>
<i>Physici</i> Street	an Address:	Sulte/Fioor	City	State	Zlp
1.	Patient has been under my care for	this period of disabi	lity: FROM:	то	
	a. Patlent was last treated by on :		Frequency of	f Treatment:	
	b. Date of patient's next appoint	nent:/_			
2.	Enter the date the patient was first	unable to perform h	is/her regular work	due to this disability	
3.	Estimated Return to Work (Give appr	oximate date patient will	be able to return to worl	k with or without limitations):	
4.	Patient's ilmitations, upon return to	Work (be specific: no li	lfting, kneeling, climbing,	limits on activity, etc):	
r	Diamania			ICT	) Carlot
5.	Diagnosis:				O Code:
6.	a. If pregnancy, provide estimated prior to delivery date:	d date of delivery:		Birth/C-Section/Othe	
7.	Date (or anticipated date) of Surgery:		<b>Type of</b> surge	ery:	
	a. Is surgery for cosmetic purpose				
	I certify that the above statement		scribe the patient's disab	liity and the estimated duration	thereof:
	Physician's	Signature		Date	

Failure of the physician to provide FULL, COMPLETE AND LEGIBLE infarmation or to respond in a timely manner to follow-up inquiries from the Borough of Glassbaro will cause o delay in ar cancellation of disability benefits for the patient.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature:

ATTEST:	For THE BOROUGH OF GLASSBORO
Patricia A. Frontino	Joseph A. Brigandi
Borough Clerk	Borough Administrator
	For THE FRATERNAL ORDER OF POLICE
	Jack Manning, President
	Dominic Visceglia, Vice President

RATIFICATION: FRATERNAL ORDER OF POLICE BOROUGH OF GLASSBORO

August 14, 2017 September 12, 2017

### IN WITNESS WHEREOF, the parties have hereunto affixed their signature:

1. Frontino

Patricia A. Frontino

Borough Clerk

For THE BOROUGH OF GLASSBORO

Joseph A. Brigandi

**Borough Administrator** 

For THE FRATERNAL ORDER OF POLICE

Jack Manning, President

Dominic Visceglia, Vice President

RATIFICATION: FRATERNAL ORDER OF POLICE

FRATERNAL ORDER OF POLICE August 14, 2017
BOROUGH OF GLASSBORO September 12, 2017